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THE FIDELITY BUILDING
123 SOUTH BROAD STREET

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4-188A075

14363
RECORDATION NO. Filed 1425

JUL 6 1984 11 05 AM
July 5, 1984
No. JUL 6 1984

Date
Fee \$ 50.00

RECEIVED

JUL 6 10 57 AM '84

I.C.C.
FEE OPERATION BR.

HAND DELIVER INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Constitution Avenue and 12th Street, N.W.
Washington, D.C. 20423

ICC Washington, D.C.

Attention: Mildred Lee, Office of the
Secretary, Public Records Section,
Room 2303

Dear Ms. Lee:

Enclosed for filing in your office are three (3) originally executed and notarized Security Agreements dated July 3, 1984 between Consolidated Rail Corporation and Industrial Valley Bank and Trust Company and this firm's check in the amount of \$50.00 to cover your office's filing fee therefor. The addresses of the parties to the agreement are as follows:

Consolidated Rail Corporation
1310 Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Industrial Valley Bank and Trust Company
17th and Market Streets
Philadelphia, Pennsylvania 19103

The collateral secured by the subject agreement is listed on Schedule A attached to the agreements.

Warren A. Small
Charles [Signature]

Interstate Commerce Commission
Page Two
July 5, 1984

Please provide the representative of this office who is delivering this package to you with a receipt of some sort for the documents described in the above.

Thanking you in advance for your attention to this matter, I am

Sincerely,

Carol G. Simcox

Carol G. Simcox
Legal Assistant

CGS/dtj
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/6/84

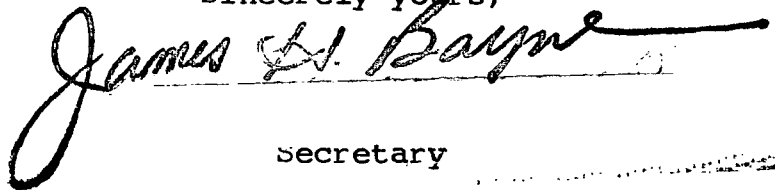
OFFICE OF THE SECRETARY

Carol G. Simcox
Legal Assistant
Pepper, Hamilton & Scheetz
The Fidelity Building
123 S. Broad Street
Phila. PA. 19109-1083

Dear Ms. Simcox:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/6/84 at 11:05am and assigned re-recording number(s). 14363

Sincerely yours,


Secretary

Enclosure(s)

SECURITY AGREEMENT JUL 6 1984 11 05 AM

INTERSTATE COMMERCE COMMISSION

Security Agreement made this 3rd day of July, 1984, between Consolidated Rail Corporation, a Pennsylvania corporation, having its principal place of business at Six Penn Center Plaza, Philadelphia, Pennsylvania (herein referred to as "Debtor"), and Industrial Valley Bank and Trust Company having its principal place of business at 17th and Market Streets, Philadelphia, PA (herein referred to as "Secured Party").

WITNESSETH:

WHEREAS, Debtor desires to borrow from Secured Party the principal sum of \$8,581,496 for the purposes and on the conditions hereinafter described, and

WHEREAS, Secured Party is willing to lend to Debtor such amount for such purposes and on the conditions hereinafter described,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Debtor and Secured Party agree:

SECTION ONE
CREATION OF SECURITY INTEREST

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, Debtor hereby grants to Secured Party a lien and security interest in the railroad equipment, including any additions and accessions thereto, and in all leases thereof by the Debtor and the proceeds of all of the foregoing (other than in the usual interchange of traffic or in through or run-through service) (hereinafter referred to as the "collateral") set forth on Schedule A hereto, to secure the payment of the sum of Eight Million Five Hundred Eighty One Thousand Four Hundred and Ninety Six Dollars (\$8,581,496) as evidenced by the Note of even date herewith and attached hereto. Upon payment in full of the above amount, Secured Party shall release such lien and security interest and shall promptly, at Debtor's expense, undertake all actions reasonably requested by Debtor to effectuate the release of such lien and security interest.

SECTION TWO
RIGHTS OF DEBTOR IN COLLATERAL

Debtor warrants and represents that, except for the security interest granted hereby and the liens set forth in Appendix I hereto attached, it is, or upon the payment of the purchase price will be, the owner of the Collateral free and

clear of all liens, security interests, or encumbrances including tax liens and other governmental assessments, and Debtor covenants that it will keep the Collateral free and clear of such liens, security interests and encumbrances, and shall defend Collateral against all claims and demands of any or all persons claiming Collateral or any interest therein.

SECTION THREE FINANCING STATEMENTS

Debtor will cause this Security Agreement to be duly filed promptly upon the execution of this Security Agreement with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 and deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and provision will be made for publication of notice of such deposit in the Canada Gazette in accordance with said Section 86. Debtor represents and warrants that no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government or agency thereof is necessary in order to protect the rights of the Secured Party under this agreement in and to the collateral set forth in items 1 through 4 of Schedule A in any State of the United States of America, the District of Columbia or Canada or any Province thereof. Debtor shall pay the cost of filing and depositing this security agreement. Debtor agrees at its own cost and expense to make any supplemental filings and deposits as may from time to time become necessary or desirable to protect the rights of the Secured Party. With respect to item 5 set forth in Schedule A, Debtor shall comply with all applicable motor vehicle title and registration laws and shall file all requisite Uniform Commercial Code financing statements.

SECTION FOUR IDENTIFICATION MARKS

Debtor will cause the Collateral to be numbered with the identification number set forth in Appendix I hereto, and will replace promptly any such markings which may be removed, defaced or destroyed. Debtor will not change the identification number of any items of Collateral unless and until (i) a statement of new number or numbers to be substituted therefor shall have been provided to Secured Party and (ii) duly filed and deposited by the Debtor in all public offices where this Security Agreement shall have been filed and deposited.

SECTION FIVE USE OF COLLATERAL

Collateral is and shall be used primarily for Debtor's railroad business and Debtor shall not sell or offer to sell or otherwise transfer the Collateral or any interest therein

without the prior written consent of Secured Party, nor except as provided in this Section Five shall Debtor transfer or permit the transfer of possession of the Collateral.

So long as Debtor is not in default, Debtor shall be entitled to the possession and use of the Collateral in accordance with the terms of this Security Agreement and, without the prior written consent of Secured Party, Debtor may lease the Collateral to, or permit its use by, a user incorporated in the United States of America (or any State thereof or the District of Columbia), upon lines of railroad owned or operated by Debtor or such user or by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia), or over which Debtor, such user, or such railroad company or companies have trackage rights or rights for operation of their trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only (as expressly stated in any such lease to be) upon and subject to all the terms and conditions of this Security Agreement; provided, however, that the Secured Party's written consent, not to be unreasonably withheld, must be obtained for any lease that is for a term longer than six months; provided, further, however, that Debtor shall not lease or permit the use of the Collateral in service involving operation or maintenance outside the United States of America except that occasional service in Canada shall be permitted so long as such service in Canada does not involve regular operation and maintenance outside the United States of America. No such assignment or lease shall relieve Debtor of its obligations hereunder.

Debtor agrees at all times to comply with all applicable laws of the jurisdictions in which its operations involving the items of Collateral may extend, with the interchange rules of the Association of American Railroads, if applicable, and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of Collateral, to the extent that such laws and rules affect the title, operation or use of the items of Collateral. In the event that, prior to the expiration of this Security Agreement, such laws or rules require any alteration, replacement, addition or modification of or to any part on items of Collateral, the Debtor will conform therewith at its own expense.

SECTION SIX MAINTENANCE

Debtor will maintain each items of Collateral in as good operating condition as of the date of execution of this Security Agreement (ordinary wear and tear excepted) and, in

compliance with any and all applicable laws and regulations now in force and hereinafter enacted. Secured Party shall have the right, upon reasonable notice to Debtor and at its own risk and expense, to inspect the Collateral during reasonable business hours. Debtor shall, upon reasonable notice, provide Secured Party with the current locations of the Collateral.

SECTION SEVEN CASUALTY OCCURRENCES

In the event that any items of Collateral shall be or become lost, stolen, destroyed, or in the opinion of Debtor, worn out or irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise by the United States Government or by any other government or governmental entity (such occurrence hereinafter referred to as a Casualty Occurrence), Debtor shall promptly notify Secured Party and, at Debtor's option, shall: (i) replace the Collateral having suffered the casualty occurrence with railroad equipment of similar type, age and construction; (ii) substitute other railroad equipment acceptable to Secured Party; or (iii) pay to Secured Party that portion of the unamortized principal of the debt allocable to the item or items of Collateral having suffered the Casualty Occurrence together with any accrued and unpaid interest thereon.

SECTION EIGHT INSURANCE

It is understood and agreed that Debtor will maintain a program of self insurance or risk assumption, whereby, Debtor, at its sole cost and expense, provides for the loss or theft of or damage to the Collateral for the full replacement value thereof. In the event Debtor carries or causes to be carried any excess coverage or umbrella coverage, the same shall be for the benefit of and name the Secured party in the manner and to the extent provided below.

The Debtor will, at all times prior to the satisfaction of the note, at its own expense, cause to be carried and maintained casualty insurance and public liability insurance in respect of the Collateral at the time subject hereto, against such risks, and comparable in amounts and against risks customarily insured against by the Debtor in respect of similar equipment owned by it, but in no event shall such coverage be for amounts or against risks less than the prudent industry standard for Class I line-haul railroads. All policies with respect to such insurance shall provide for payments to the Secured Party, as additional named insured or loss payee, as its interests may appear, shall provide for at least 30 days' prior written notice by the insurance carrier to the Secured Party in the event of cancellation, expiration or amendment (and the Debtor shall provide 30 days' prior

written notice to the Secured Party in any such event), shall include waivers by the insurer of all claims for premiums against the Secured Party, and shall provide that losses are payable notwithstanding, among other things, any act of negligence of the Lessee, or the Secured Party, more hazardous use or occupation of the Collateral than that permitted by such policies, any breach or violation by the Debtor or the Secured Party, of any warranty, declaration, condition or other provision contained in any such policy, or foreclosure, notice of sale or any other proceeding in respect of the Collateral, or any change in the title to or ownership of any of the Collateral. Each such insurance policy shall expressly provide that all of the provisions thereof except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums (which shall be solely a liability of the Debtor) shall operate in the same manner as if it were a separate policy covering each insured and shall be primary without right of contribution from any insurance carried by the Secured Party. The Debtor shall concurrently with the execution and delivery of this security agreement and not later than June 15 of each year thereafter, commencing June 15, 1985, furnish to the Secured Party a certificate of an independent insurance broker acceptable to the Secured Party evidencing the maintenance of the insurance required hereunder and shall, if requested by Secured Party, furnish certificates evidencing renewal five days prior to the expiration date of such policy or policies. In the event that the Debtor shall fail to maintain insurance as herein provided, the Secured Party may at its option on five business days' prior written notice to the Debtor provide such insurance (giving the Debtor prompt written notice thereof) and, in such event, the Debtor shall upon demand, from time to time, reimburse the Secured Party for the cost thereof, together with interest on the amount of such cost from the date of payment thereof, at a rate per annum equal to the "Prime Rate" of interest of the Industrial Valley Bank and Trust Company ("Bank") in effect from time to time. For the purposes hereof, Prime Rate shall mean the rate of interest designated as such by the management of the Bank as fixed by the management of the Bank for the guidance of its loan officers, whether or not such rate shall otherwise be announced or published. If the Secured Party shall receive any insurance proceeds or condemnation payments in respect of any Collateral suffering a Casualty Occurrence, the Secured Party shall, subject to the Debtor's having satisfied the requirements of Section Seven hereof and provided no Event of Default shall have occurred and be continuing, pay such proceeds or condemnation payments to the Debtor. All insurance proceeds received by the Secured Party in respect of any item of Collateral not suffering a Casualty Occurrence shall be paid to the Debtor upon proof satisfactory to the Secured Party that any damage to such Collateral in respect of which such proceeds were paid has been fully repaired,

provided no Event of Default shall have occurred and be continuing. Any amounts paid or payable to Secured party under the foregoing insurance shall not be reduced on account of any amount which may be paid or payable to Secured Party by reason of claims made under any other policies of insurance under which Secured Party is a beneficiary or claimant. Notwithstanding the foregoing, the Secured Party shall in no event be obligated to participate in the funding of any self-insurance program of the Debtor.

SECTION NINE REIMBURSEMENT OF EXPENSES

In the event that Debtor fails to keep the Collateral free from liens, security interests and encumbrances in accordance with Section Two hereof or fails to maintain the insurance program set forth in Section Eight hereof, Secured Party, after written notice to Debtor, may, at its option, discharge all such liens, security interests or other encumbrances or pay for insurance on the Collateral and Debtor shall reimburse Secured Party on demand for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization.

SECTION TEN REPORTS

On or before April 30 in each year, commencing with the calendar year 1985, the Debtor will furnish to the Secured Party a certificate signed by an officer of the Debtor (a) setting forth as at the preceding December 31 the amount, description and numbers of all items of Collateral then included hereunder, the amount, description and numbers of all items of Collateral that have suffered a Casualty Occurrence during the preceding calendar year or are then undergoing or awaiting repairs (other than running repairs) and, if applicable, the amount description and numbers of any Collateral replacements or substitutions made pursuant to Section Seven hereof.

SECTION ELEVEN DEFAULTS/REMEDIES

If, during the continuance of this Security Agreement, one or more of the foregoing events (each such event being herein sometimes called an "Event of Default") shall occur:

(A) default shall be made in payment of any amount provided for in this Security Agreement or in the note attached hereto, and such default shall continue for ten business days after Secured Party has notified Debtor in writing that payment has not been received;

(B) the Debtor shall make or permit any unauthorized assignment or transfer of the right to possession of the Collateral, or any items thereof;

(C) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Debtor contained herein and such default shall continue for 30 days after the written notice from the Secured Party to the Debtor specifying the default and demanding that the same be remedied.

(D) a petition for reorganization under Title 11 of the United States Code, as now constituted or as hereafter amended, shall be filed by or against the Debtor and (unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue) all the obligations of the Debtor under this Security Agreement shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 60 days after such petition shall have been filed and otherwise in accordance with the provisions of 11 U.S.C. §1168, or any successor provision as the same may hereafter be amended; or

(E) any other proceeding shall be commenced by or against the Debtor for any relief which includes any modification of the obligations of the Debtor hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of such obligations), and (unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue) all the obligations of the Debtor under this Security Agreement shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Debtor or for the property of the Debtor in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceeding shall have been commenced;

then, in any such case, the Secured Party, at its option, may:

(a) proceed by appropriate court action or actions either at law or in equity to enforce performance by the Debtor of the applicable covenants of this Security Agreement or to recover damages for the breach thereof.

(b) by notice in writing to the Debtor declare all obligations of Debtor under this Security Agreement and the note attached hereto immediately due and payable and thereupon the Secured Party may by its agents, subject to compliance with all mandatory requirements of law, enter upon the premises of the Debtor or other premises where any of the Debtor may be and take possession of all or any of such items of Collateral.

In addition, the Debtor shall be liable, except as otherwise provided above, for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of the Secured Party's remedies with respect thereto, including all costs and expenses incurred in connection with the return of any items of Collateral provided, however, that if Secured Party shall sell the Collateral for an amount in excess of all amounts due under this Security Agreement or the note. Secured Party shall promptly pay such excess to Debtor.

The remedies in this Security Agreement provided in favor of the Secured Party shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity.

SECTION TWELVE POSSESSION OF COLLATERAL UPON DEFAULT

If the Secured Party exercises its remedies pursuant to Section Eleven hereof and seeks to realize upon the Collateral, then, the Debtor shall forthwith deliver possession of the Collateral to the Secured Party. Each item of Collateral so delivered shall be in the condition required by Section Six hereof. For the purpose of delivering possession, the Debtor shall:

(a) forthwith and in the usual manner give prompt notice to the Association of American Railroads and all railroads to which any item or items of Collateral have been interchanged or which may have possession thereof to return the items of Collateral;

(b) place such items of Collateral upon storage tracks of the Debtor as the Secured Party reasonably may designate;

(c) permit the Secured Party to store such items of Collateral on such tracks at the risk of the Debtor without charge for insurance, rent or storage until such items of Collateral have been sold, leased or otherwise disposed of by the Secured Party; and

(d) transport the same to any place on the lines of railroad operated by the Debtor or to any connecting carrier for shipment, all as directed by Secured Party.

The assembling, delivery, storage, insurance and transporting of the Collateral as hereinbefore provided shall be at the expense and risk of the Debtor and are of the essence of this Security Agreement, and, upon application to any court of equity having jurisdiction, the Secured Party shall be entitled to a decree against the Debtor requiring specific performance of the covenants of the Debtor so to assemble, deliver, store and transport the Collateral. During any storage period, the Debtor will, at its own expense, maintain and keep the Collateral in the condition required by the first paragraph of Section Six hereof and will permit and cooperate with the Secured Party or any person designated by it, including the authorized representative or representatives of any prospective purchaser, lessee or user of any such items of Collateral, to inspect the same in a reasonable manner consistent with industry practice. All rent and per diem charges earned in respect of the items of Collateral after the date of termination of this Security Agreement pursuant to Section Eleven hereof shall belong to the Secured Party and, if received by the Debtor, shall be promptly turned over to the Secured Party.

SECTION THIRTEEN NOTICES

Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been received by the addressee on the date of transmission, if by telex, or on the date of actual receipt, if by mail or by hand, if addressed as follows:

(a) if to the Secured Party, at Industrial Valley Bank and Trust Company, 17th and Market Streets, Philadelphia, PA 19104, Attn: J. Robert Dennen, Jr.; and

(b) if to the Debtor, at 1310 Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, Attention of Assistant Treasurer-Financing;

or at such other addresses as either party shall have designated to the other party in writing.

SECTION FOURTEEN
SEVERABILITY; EFFECT AND MODIFICATION OF LEASE

Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Security Agreement exclusively and completely states the rights and obligations of the Secured Party and the Debtor with respect to the use of the items of Collateral as Collateral and supersedes all other agreements, oral or written, with respect thereto. No variation or modification of this Security Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for the Secured Party and the Debtor.

SECTION FIFTEEN
ASSIGNMENT BY SECURED PARTY

So long as no Event of Default exists hereunder, this Security Agreement and the note attached hereto shall not be assignable in whole or in part by the Secured Party or any affiliated company of the Secured Party without the written consent of the Debtor, which shall not be unreasonably withheld, but no such consent shall be required for an assignment to an affiliated company of the Secured Party. All the rights of the Secured Party hereunder shall inure to the benefit of the Secured Party's successors and assigns.

SECTION SIXTEEN
LAW GOVERNING

The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 and such additional rights arising out of the filing or deposit hereof, if any, as shall be conferred by the laws of the several jurisdictions in which this Security Agreement shall be filed or deposited.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

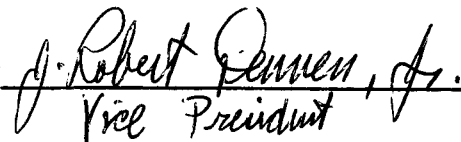
CONSOLIDATED RAIL CORPORATION

BY


ASSISTANT TREASURER-FINANCING

INDUSTRIAL VALLEY BANK AND
TRUST COMPANY

By


Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) SS.:

On this 3rd day of July, 1984, before me personally appeared J.A. WARNER, to me personally known, who, being by me duly sworn, says that he is ASSISTANT TREASURER - FINANCING of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Rosemary C. Williams
Notary Public
Rosemary C. Williams
Notary Public, Phila., Phila. Co.
My Commission Expires May 2, 1987

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) SS.:

On this 3rd day of July, 1984, before me personally appeared J. ROBERT DENNEN, JR., to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of INDUSTRIAL VALLEY BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Rosemary C. Williams
Notary Public
Rosemary C. Williams
Notary Public, Phila., Phila. Co.
My Commission Expires May 2, 1987

SCHEDULE A

	<u>Quantity</u>	<u>Description of Equipment</u>	<u>Amount Financed</u>
1.	12	GP40 Locomotives	\$ 720,000.00
2.	27	Coil Steel Flatcars	229,500.00
3.	192	Open Top Hopper Cars	1,871,996.00
4.	300	Hi-Roof Auto Parts Cars	5,170,000.00
5.	9	International Harvester Trucks with Cranes	590,000.00
			<hr/>
TOTAL			<u>\$8,581,496.00</u>

See Appendix I Schedules for individual unit numbers and description of any outstanding liens.

APPENDIX I

12 GP40 Locomotives

Conrail
Unit Numbers

CR 3215
3216
3217
3218
3219
3220
3221
3222
3223
3224
3225
3226

Amount Financed - \$ 60,000.00 per unit
720,000.00 total

Outstanding Liens - None

APPENDIX I

27 Coil Steel Flatcars

Conrail
Car Numbers

CR 622063
622064
622066
622068
622071
622073
622074
622079
622080
622082
622083
622085
622086
622088
622090
622092
622093
622098
622099
622104
622106
622108
622111
622117
622118
EL 9052
9095

Amount Financed - \$ 8,500.00 per unit
229,500.00 total

Outstanding Liens - None

APPENDIX I

192 100-Ton Triple Hopper Cars

	PRESENT	A.A.R.		ORIG
	UNIT NUMBER	Mech. Desig.		UNIT NUMBER
CR	483639	HT	RDG	041531
CR	483642	HT	RDG	041534
CR	483645	HTR	RDG	041537
CR	483649	HT	RDG	041541
CR	483654	HT	RDG	041546
CR	483655	HTR	RDG	041547
CR	483657	HT	RDG	041549
CR	483665	HT	RDG	041557
CR	483668	HT	RDG	041560
CR	483671	HT	RDG	041563
CR	483678	HT	RDG	041570
CR	483679	HT	RDG	041571
CR	483680	HT	RDG	041572
CR	483681	HT	RDG	041573
CR	483685	HTR	RDG	041577
CR	483688	HT	RDG	041580
CR	483690	HT	RDG	041582
CR	483692	HT	RDG	041584
CR	483694	HT	RDG	041586
CR	483698	HT	RDG	041590
CR	483699	HT	RDG	041591
CR	483702	HT	RDG	041594
CR	483704	HT	RDG	041596
CR	483705	HT	RDG	041597
CR	483706	HTR	RDG	041598
CR	483712	HT	RDG	041604
CR	483716	HT	RDG	041608
CR	483717	HTR	RDG	041609
CR	483719	HT	RDG	041611
CR	483724	HT	RDG	041616
CR	483725	HTR	RDG	041617
CR	483726	HT	RDG	041618
CR	483728	HTR	RDG	041620
CR	483729	HT	RDG	041621
CR	483733	HTR	RDG	041625
CR	483737	HT	RDG	041629
CR	483738	HTR	RDG	041630
CR	483740	HT	RDG	041632
CR	483741	HT	RDG	041633
CR	483745	HT	RDG	041637
CR	483747	HTR	RDG	041639
CR	483749	HTR	RDG	041641
CR	483750	HT	RDG	041642
CR	483755	HT	RDG	041647
CR	483756	HT	RDG	041648
CR	485057	HTR	RDG	041450
CR	485058	HTR	RDG	041451
CR	485059	HTR	RDG	041452
CR	485060	HTR	RDG	041453
CR	485061	HTR	RDG	041454
CR	485062	HTR	RDG	041455

	PRESENT	A.A.R.		ORIG
	UNIT NUMBER	Mech. Desig.		UNIT NUMBER
CR	485063	HTR	RDG	041456
CR	485064	HT	RDG	041457
CR	485065	HTR	RDG	041458
CR	485067	HTR	RDG	041460
CR	485068	HTR	RDG	041461
CR	485069	HT	RDG	041462
CR	485070	HTR	RDG	041463
CR	485071	HTR	RDG	041464
CR	485072	HTR	RDG	041465
CR	485073	HTR	RDG	041466
CR	485074	HTR	RDG	041467
CR	485075	HT	RDG	041468
CR	485076	HT	RDG	041469
CR	485077	HTR	RDG	041470
CR	485078	HT	RDG	041471
CR	485079	HTR	RDG	041472
CR	485080	HTR	RDG	041473
CR	485081	HTR	RDG	041474
CR	485082	HTR	RDG	041475
CR	485083	HTR	RDG	041476
CR	485085	HTR	RDG	041478
CR	485086	HTR	RDG	041479
CR	485087	HT	RDG	041480
CR	485088	HTR	RDG	041481
CR	485089	HTR	RDG	041482
CR	485090	HTR	RDG	041483
CR	485091	HTR	RDG	041484
CR	485092	HTR	RDG	041485
CR	485093	HTR	RDG	041486
CR	485094	HTR	RDG	041487
CR	485095	HT	RDG	041488
CR	485097	HTR	RDG	041490
CR	485098	HTR	RDG	041491
CR	485099	HTR	RDG	041492
CR	485100	HTR	RDG	041493
CR	485101	HTR	RDG	041494
CR	485102	HTR	RDG	041495
CR	485103	HTR	RDG	041496
CR	485104	HTR	RDG	041497
CR	485105	HTR	RDG	041498
CR	485106	HTR	RDG	041499
CR	485107	HT	RDG	041500
CR	485108	HTR	RDG	041501
CR	485109	HTR	RDG	041502
CR	485110	HTR	RDG	041503
CR	485111	HTR	RDG	041504
CR	485112	HTR	RDG	041505
CR	485113	HTR	RDG	041506
CR	485114	HTR	RDG	041507
CR	485115	HTR	RDG	041508
CR	485116	HTR	RDG	041509

Amount Financed - \$ 9,749.98 per unit
1,871,996.00 total

Outstanding Liens - Cars subject to Conditional Sale Agreement dated March 15, 1982 with CIT Financial Services Inc. The liens created under the C.S.A. will be released upon full payment of amounts owed to CIT. This payment will be made to CIT immediately upon receipt of funds from IVB.

PRESENT		A.A.R.	ORIG	
UNIT NUMBER		Mech. Desig.	UNIT NUMBER	
CR 485117	HTR	RDG 041510		
CR 485118	HTR	RDG 041511		
CR 485119	HTR	RDG 041512		
CR 485120	HTR	RDG 041513		
CR 485121	HTR	RDG 041514		
CR 485122	HTR	RDG 041515		
CR 485123	HTR	RDG 041516		
CR 485124	HTR	RDG 041517		
CR 485125	HTR	RDG 041518		
CR 485127	HTR	RDG 041520		
CR 485128	HTR	RDG 041521		
CR 485129	HTR	RDG 041522		
CR 485130	HTR	RDG 041523		
CR 485131	HT	RDG 041524		
CR 485132	HTR	RDG 041525		
CR 485133	HTR	RDG 041526		
CR 485134	HTR	RDG 041527		
CR 485135	HTR	RDG 041528		
CR 485136	HTR	RDG 041529		
RDG 041530	HT	RDG 041530		
RDG 041532	HT	RDG 041532		
RDG 041533	HT	RDG 041533		
RDG 041535	HT	RDG 041535		
RDG 041536	HT	RDG 041536		
RDG 041538	HT	RDG 041538		
RDG 041539	HT	RDG 041539		
RDG 041540	HT	RDG 041540		
RDG 041542	HT	RDG 041542		
RDG 041543	HT	RDG 041543		
RDG 041544	HT	RDG 041544		
RDG 041545	HT	RDG 041545		
RDG 041548	HT	RDG 041548		
RDG 041552	HT	RDG 041552		
RDG 041553	HT	RDG 041553		
RDG 041554	HT	RDG 041554		
RDG 041555	HT	RDG 041555		
RDG 041556	HT	RDG 041556		
RDG 041558	HT	RDG 041558		
RDG 041559	HT	RDG 041559		
RDG 041561	HT	RDG 041561		
RDG 041562	HT	RDG 041562		
RDG 041564	HT	RDG 041564		
RDG 041565	HT	RDG 041565		
RDG 041566	HT	RDG 041566		
RDG 041567	HT	RDG 041567		
RDG 041568	HT	RDG 041568		
RDG 041569	HT	RDG 041569		
RDG 041574	HT	RDG 041574		
RDG 041575	HT	RDG 041575		
RDG 041576	HT	RDG 041576		
RDG 041578	HT	RDG 041578		
RDG 041579	HT	RDG 041579		
RDG 041581	HT	RDG 041581		
RDG 041583	HT	RDG 041583		
RDG 041585	HT	RDG 041585		
RDG 041588	HT	RDG 041588		
RDG 041589	HT	RDG 041589		
RDG 041592	HT	RDG 041592		
RDG 041593	HT	RDG 041593		
RDG 041595	HT	RDG 041595		
RDG 041599	HT	RDG 041599		

PRESENT		A.A.R.	ORIG	
UNIT NUMBER		Mech. Desig.	UNIT NUMBER	
RDG 041600	HT	RDG 041600		
RDG 041601	HT	RDG 041601		
RDG 041602	HT	RDG 041602		
RDG 041605	HT	RDG 041605		
RDG 041606	HT	RDG 041606		
RDG 041607	HT	RDG 041607		
RDG 041610	HT	RDG 041610		
RDG 041612	HT	RDG 041612		
RDG 041613	HT	RDG 041613		
RDG 041614	HT	RDG 041614		
RDG 041615	HT	RDG 041615		
RDG 041619	HT	RDG 041619		
RDG 041622	HT	RDG 041622		
RDG 041623	HT	RDG 041623		
RDG 041624	HT	RDG 041624		
RDG 041626	HT	RDG 041626		
RDG 041627	HT	RDG 041627		
RDG 041628	HT	RDG 041628		
RDG 041631	HT	RDG 041631		
RDG 041634	HT	RDG 041634		
RDG 041635	HT	RDG 041635		
RDG 041636	HT	RDG 041636		
RDG 041638	HT	RDG 041638		
RDG 041640	HT	RDG 041640		
RDG 041643	HT	RDG 041643		
RDG 041644	HT	RDG 041644		
RDG 041645	HT	RDG 041645		
RDG 041646	HT	RDG 041646		
RDG 041649	HT	RDG 041649		

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APPENDIX 1

ATTN: R.A. MAZZA

CARS WHICH FALL INTO PROJECTS B86013-B86013A-B86013B 7/2/84
PRODUCED BY MECHANICAL DEPARTMENT(RJB)

300 Hi-Roof Auto Parts Cars

CAR INITIAL NUMBER	PRIOR INITIAL NUMBER	LOT OR CLASS	FINANCE NUMBER	TALLY
CR 277401	PC 278397	B60B		
CR 277402	CR 278677	B60B		
CR 277403	CR 278675	B60B		
CR 277404	CR 278673	B60B		
CR 277405	CR 278681	B60B		
CR 277406	PC 278674	B60B		
CR 277407	CR 278666	B60B		
CR 277408	PC 278668	B60B		
CR 277409	CR 278695	B60B		
CR 277410	CR 278682	B60B		
CR 277411	CR 278678	B60B		
CR 277412	CR 278659	B60B		
CR 277413	CR 278665	B60B		
CR 277414	CR 278658	B60B		
CR 277415	CR 278664	B60B		
CR 277416	CR 278683	B60B		
CR 277417	PC 278671	B60B		
CR 277418	PC 278669	B60B		
CR 277419	PC 278699	B60B		
CR 277420	CR 278667	B60B		
CR 277421	CR 278688	B60B		
CR 277422	CR 278694	B60B		
CR 277423	PC 278684	B60B		
CR 277424	PC 278685	B60B		
CR 277425	CR 278670	B60B		
CR 277426	CR 278696	B60B		
CR 277427	CR 278679	B60B		
CR 277428	CR 278687	B60B		
CR 277429	CR 278686	B60B		
CR 277501	CR 278716	B60B		
CR 277502	CR 278654	B60B		
CR 277503	CR 278700	B60B		
CR 277504	CR 278703	B60B		
LORO TOTAL				33

Amount Financed - \$ 17,233.33 per unit
5,170,000.00 total

Outstanding Liens - 113 of 300 cars subject to two Conditional Sale Agreements (Conrail Finance Numbers 287 and 347). 55 of 113 cars subject to C.S.A. No. 287 dated August 1, 1969 with Mellon National Bank, as agent (Filed and recorded with ICC on September 17, 1969 - ICC Recordation No. 5393). This C.S.A. will expire August 15, 1984.

The remaining 58 of 113 cars are subject to C.S.A. No. 347 dated July 15, 1968 with Provident National Bank, as agent (Filed and recorded with ICC on August 12, 1968 - ICC Recordation No. 4993). This C.S.A. will expire August 15, 1988.

CR 277601	PC 275113	B60C	287
CR 277602	PC 274864	B60C	
CR 277603	CR 275082	B60C	287
CR 277604	CR 274834	B60C	
CR 277605	CR 274829	B60C	
CR 277606	PC 274820	B60C	
CR 277607	CR 274831	B60C	
CR 277608	CR 274835	B60C	
CR 277609	CR 274830	B60C	
CR 277610	PC 274833	B60C	
CR 277611	CR 274833	B60C	
CR 277612	CR 274837	B60C	
CR 277613	CR 274831	B60C	
CR 277614	CR 274831	B60C	

7/2/84

ATTN: R. J. GAZZA

PAGE

CARS WHICH FALL INTO PROJECTS 886013-886013A-886013B 7/2/84
 PRODUCED BY MECHANICAL DEPARTMENT(RJB)

CAR INITIAL NUMBER	PRIOR INITIAL NUMBER	LOT OR CLASS	FINANCE NUMB	TALLY
CR 277615	CR 274857	B60C		
UR 277616	CR 274875	B60C	347	
CR 277617	CR 274873	B60C		
CR 277618	CR 274854	B60C		
CR 277619	CR 274893	B60C		
CR 277620	CR 274841	B60C		
CR 277621	CR 274838	B60C		
CR 277622	CR 274894	B60C	347	
CR 277623	CR 274880	B60C	347	
CR 277624	CR 274826	B60C		
CR 277625	CR 274846	B60C		
CR 277626	CR 274843	B60C		
CR 277627	CR 274837	B60C		
CR 277628	CR 274848	B60C		
CR 277629	FC 274852	B60C		
CR 277630	CR 274820	B60C		
CR 277631	CR 274811	B60C	347	
CR 277632	CR 274866	B60C	347	
CR 277633	CR 274877	B60C	347	
CR 277634	CR 274886	B60C	347	
CR 277635	CR 274873	B60C	347	
CR 277636	CR 274851	B60C		
CR 277637	CR 275107	B60C	287	
CR 277638	CR 275073	B60C	287	
CR 277639	CR 274832	B60C		
CR 277640	CR 274867	B60C	347	
CR 277641	CR 274856	B60C	347	
CR 277642	FC 275110	B60C	287	
CR 277643	CR 274838	B60C	347	
CR 277644	CR 274819	B60C	347	
CR 277645	CR 275117	B60C	287	
CR 277646	CR 274896	B60C	347	
CR 277647	CR 275108	B60C	287	
CR 277648	CR 274830	B60C	347	
CR 277649	CR 275077	B60C	287	
CR 277650	CR 275111	B60C	287	
CR 277651	CR 275076	B60C	287	
CR 277652	CR 274860	B60C		
CR 277653	FC 275071	B60C	287	
CR 277654	CR 274858	B60C		
CR 277655	CR 275080	B60C	287	
CR 277656	CR 275077	B60C	287	
CR 277657	CR 275083	B60C	287	
CR 277658	CR 274878	B60C	347	
CR 277659	CR 275087	B60C	287	
CR 277660	CR 275115	B60C	287	
CR 277661	CR 274855	B60C	347	
CR 277662	CR 275118	B60C	287	
CR 277663	CR 274871	B60C	347	

7/02/84

ATTN. R.A. MAZZA

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CARS WHICH FALL INTO PROJECTS B86013-B86013A-B86013B 7/2/84
 PRODUCED BY MECHANICAL DEPARTMENT(RJD)

CAR INITIAL NUMBER	PRIOR INITIAL NUMBER	LOT OF CLASS	FINANCE NUMBER	TALLY
CR 277664	CR 275006	B60C	287	
CR 277665	CR 274879	B60C	347	
CR 277666	CR 274907	B60C	347	
CR 277667	CR 275092	B60C	287	
CR 277668	CR 275099	B60C	287	
CR 277669	PC 274865	B60C		
CR 277670	CR 274868	B60C	347	
CR 277671	CR 274913	B60C	347	
CR 277672	PC 274920	B60C	347	
CR 277673	CR 275122	B60C	287	
CR 277674	CR 275102	B60C	287	
CR 277675	CR 275085	B60C	287	
CR 277676	PC 275114	B60C	287	
CR 277677	CR 275115	B60C	287	
CR 277678	CR 274892	B60C	347	
CR 277679	CR 274872	B60C	347	
CR 277680	CR 274951	B60C	347	
CR 277681	CR 274930	B60C	347	
CR 277682	CR 275090	B60C	287	
CR 277683	CR 275078	B60C	287	
CR 277684	CR 274944	B60C	347	
CR 277685	CR 275071	B60C	287	
CR 277686	CR 274867	B60C	347	
CR 277687	CR 275088	B60C	287	
CR 277688	CR 274884	B60C	347	
CR 277689	CR 275107	B60C	287	
CR 277690	CR 274927	B60C	347	
CR 277691	CR 274936	B60C	347	
CR 277692	CR 274939	B60C	347	
CR 277693	CR 275106	B60C	287	
CR 277694	CR 274918	B60C	347	
CR 277695	CR 274875	B60C	347	
CR 277696	PC 274914	B60C	347	
CR 277697	CR 274933	B60C	347	
CR 277698	CR 275098	B60C	287	
CR 277699	PC 274897	B60C	347	
CR 277700	CR 275074	B60C	287	
CR 277701	PC 274921	B60C	347	
CR 277702	CR 275121	B60C	287	
CR 277703	CR 274932	B60C	347	
CR 277704	PC 275094	B60C	287	
CR 277705	CR 275067	B60C	287	
CR 277706	PC 275105	B60C	287	
CR 277707	CR 275123	B60C	287	
CR 277708	PC 275103	B60C	287	
CR 277709	CR 274903	B60C	347	
CR 277710	CR 275117	B60C	287	
CR 277711	CR 274871	B60C	347	
CR 277712	PC 275095	B60C	287	

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ATIN. R.A. MAZZA
CARS WHICH FALL INTO PROJECTS B86013-B86013A-B86013B 7/2/84
PRODUCED BY MECHANICAL DEPARTMENT(RJB)

CAR INITIAL NUMBER	PREIOR INITIAL NUMBER	LOT OR CLASS	FINANCE NUMB	FALLY
CR 277713	CR 274924	B60C	287	
CR 277714	CR 274928	B60C	347	
CR 277715	CR 274914	B60C	347	
CR 277717	CR 274925	B60C	347	
CR 277718	CR 274915	B60C	347	
CR 277719	CR 274931	B60C	347	
CR 277720	CR 274972	B60C	287	
CR 277721	CR 274887	B60C	347	
CR 277722	PC 275119	B60C	287	
CR 277723	CR 274938	B60C	347	
CR 277724	PC 275100	B60C	287	
CR 277725	CR 274827	B60C		
CR 277726	CR 274929	B60C	347	
CR 277727	CR 275068	B60C	287	
CR 277728	CR 275124	B60C	287	
CR 277729	CR 274928	B60C	347	
CR 277730	PC 275075	B60C	287	
CR 277731	CR 275104	B60C	287	
CR 277732	PC 274837	B60C		
CR 277733	CR 274840	B60C		
CR 277734	CR 274845	B60C		
CR 277735	CR 275004	B60C	287	
CR 277736	CR 274842	B60C		
CR 277737	CR 274885	B60C	347	
CR 277738	CR 274919	B60C	347	
CR 277739	CR 275084	B60C	287	
CR 277740	PC 274833	B60C		
CR 277741	PC 274947	B60C	347	
CR 277742	CR 274922	B60C	347	
CR 277743	CR 275077	B60C	287	
CR 277744	CR 275076	B60C	287	
CR 277745	PC 275125	B60C	287	
CR 277746	PC 274849	B60C		
CR 277747	PC 274873	B60C	347	
CR 277748	CR 274737	B60C	347	
CR 277749	CR 274835	B60C		
CR 277750	PC 274923	B60C	347	
CR 277751	CR 275029	B60C	287	
CR 277801	CR 275071	B60C		
LORO TOTAL				251
CR 277716	CR 274916	B60C	317	
CR 277802	CR 275093	B60C		
CR 277803	CR 275027	B60C		
CR 277804	CR 274704	B60C		
CR 277805	CR 275126	B60C		
CR 277806	CR 275073	B60C		
CR 277807	CR 275086	B60C		
CR 277808	CR 275073	B60C		

ATTN: R.A. MAZZA
 CARS WHICH FALL INTO PROJECTS B86013-B86013A-B86013B 7/2/84
 PRODUCED BY MECHANICAL DEPARTMENT(RJB)

CAR INITIAL NUMBER	PRIOR INITIAL NUMBER	LOT OR CLASS	FINANCE NUMBER	TALLY
CR 277807	CR 275987	B60D		
CR 277810	CR 276002	B60D		
CR 277811	CR 274773	B60D		
CP 277812	CR 274843	B60D		
CR 277813	CR 274307	B60D		
CR 277814	CR 276010	B60D		
CR 277815	CR 276013	B60D		
CR 277816	CR 276014	B60D		
CP 277817	CR 276015	B60D		
CR 277818	CR 274843	B60D		
CR 277819	CR 276015	B60D		
CR 277820	CR 274773	B60D		
CR 277821	CR 276016	B60D		
CR 277822	CR 274823	B60D		
CR 277823	CR 276027	B60D		
CR 277824	CR 274724	B60D		
CP 277825	CR 276014	B60D		
CR 277826	CR 276033	B60D		
CR 277827	CR 274712	B60D		
CR 277828	CR 274787	B60D		
CR 277829	CR 274797	B60D		
CR 277830	CR 275992	B60D		
CR 277831	CR 276023	B60D		
CR 277832	CR 274733	B60D		
CR 277833	CR 274719	B60D		
CR 277834	CR 276047	B60D		
CR 277835	CR 276020	B60D		
CR 277836	CR 276039	B60D		
CR 277837	CR 275701	B60D		
CR 277838	CR 274702	B60D		
CP 277839	PKR 127088	B60D		
CR 277840	CR 274772	B60D		
CR 277841	CR 276038	B60D		
CR 277842	CR 274824	B60D		
CR 277843	CR 275991	B60D		
CR 277844	PKR 129903	B60D		
CR 277845	CR 275782	B60D		
CR 277846	CR 276039	B60D		
CR 277847	CR 274748	B60D		
CR 277848	CR 274720	B60D		
CR 277849	CR 276057	B60D		
CR 277850	CR 276051	B60D		
CR 277851	PKR 129757	B60D		
CR 277852	CR 274800	B60D		
CP 277853	CR 276031	B60D		
CR 277854	CR 274711	B60D		
CR 277855	CR 274714	B60D		
CR 277856	PL 274714	B60D		
CR 277857	CR 274811	B60D		

7/22/84

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CARS WHICH FALL INTO PROJECTS B06013-B060135 B06013B 7/2/84
 PRODUCED BY HISTORICAL DEPARTMENT(RJB)

CAR INITIAL NUMBER	PRIOR INITIAL NUMBER	LOT OR CLASS	FINANCE NUMBER	TALLY
CR 277858	CR 276944	B60D		
CR 277859	CR 276951	B60D		
CR 277860	CR 276954	B60D		
CR 277861	CR 276957	B60D		
CR 277862	CR 276960	B60D		
CR 277863	CR 276963	B60D		
CR 277864	CR 276967	B60D		
CR 277865	CR 276970	B60D		
CR 277866	CR 276973	B60D		
CR 277867	CR 276976	B60D		
CR 277868	CR 276979	B60D		
CR 277869	CR 276982	B60D		
CR 277870	CR 276985	B60D		
CR 277871	CR 276988	B60D		
CR 277872	CR 276991	B60D		
CR 277873	CR 276994	B60D		
CR 277874	CR 276997	B60D		
CR 277875	CR 277000	B60D		
CR 277876	CR 277003	B60D		
CR 277877	CR 277006	B60D		
CR 277878	CR 277009	B60D		
CR 277879	CR 277012	B60D		
CR 277880	CR 277015	B60D		
CR 277881	CR 277018	B60D		
CR 277882	CR 277021	B60D		
CR 277883	CR 277024	B60D		
CR 277884	CR 277027	B60D		
CR 277885	CR 277030	B60D		
CR 277886	CR 277033	B60D		
CR 277887	CR 277036	B60D		
CR 277888	CR 277039	B60D		
CR 277889	CR 277042	B60D		
CR 277890	CR 277045	B60D		
CR 277891	CR 277048	B60D		
CR 277892	CR 277051	B60D		
CR 277893	CR 277054	B60D		
CR 277894	CR 277057	B60D		
CR 277895	CR 277060	B60D		
CR 277896	CR 277063	B60D		
CR 277897	CR 277066	B60D		
CR 277898	CR 277069	B60D		
CR 277899	CR 277072	B60D		
CR 277900	CR 277075	B60D		
CR 277901	CR 277078	B60D		
CR 277902	CR 277081	B60D		
CR 277903	CR 277084	B60D		
CR 277904	CR 277087	B60D		
CR 277905	CR 277090	B60D		
CR 277906	CR 277093	B60D		
CR 277907	CR 277096	B60D		
CR 277908	CR 277099	B60D		
CR 277909	CR 277102	B60D		
CR 277910	CR 277105	B60D		
CR 277911	CR 277108	B60D		
CR 277912	CR 277111	B60D		
CR 277913	CR 277114	B60D		
CR 277914	CR 277117	B60D		
CR 277915	CR 277120	B60D		
CR 277916	CR 277123	B60D		
CR 277917	CR 277126	B60D		
CR 277918	CR 277129	B60D		
CR 277919	CR 277132	B60D		
CR 277920	CR 277135	B60D		
CR 277921	CR 277138	B60D		
CR 277922	CR 277141	B60D		
CR 277923	CR 277144	B60D		
CR 277924	CR 277147	B60D		
CR 277925	CR 277150	B60D		
CR 277926	CR 277153	B60D		
CR 277927	CR 277156	B60D		
CR 277928	CR 277159	B60D		
CR 277929	CR 277162	B60D		
CR 277930	CR 277165	B60D		
CR 277931	CR 277168	B60D		
CR 277932	CR 277171	B60D		
CR 277933	CR 277174	B60D		
CR 277934	CR 277177	B60D		
CR 277935	CR 277180	B60D		
CR 277936	CR 277183	B60D		
CR 277937	CR 277186	B60D		
CR 277938	CR 277189	B60D		
CR 277939	CR 277192	B60D		
CR 277940	CR 277195	B60D		
CR 277941	CR 277198	B60D		
CR 277942	CR 277201	B60D		
CR 277943	CR 277204	B60D		
CR 277944	CR 277207	B60D		
CR 277945	CR 277210	B60D		
CR 277946	CR 277213	B60D		
CR 277947	CR 277216	B60D		
CR 277948	CR 277219	B60D		
CR 277949	CR 277222	B60D		
CR 277950	CR 277225	B60D		
CR 277951	CR 277228	B60D		
CR 277952	CR 277231	B60D		
CR 277953	CR 277234	B60D		
CR 277954	CR 277237	B60D		
CR 277955	CR 277240	B60D		
CR 277956	CR 277243	B60D		
CR 277957	CR 277246	B60D		
CR 277958	CR 277249	B60D		
CR 277959	CR 277252	B60D		
CR 277960	CR 277255	B60D		
CR 277961	CR 277258	B60D		
CR 277962	CR 277261	B60D		
CR 277963	CR 277264	B60D		
CR 277964	CR 277267	B60D		
CR 277965	CR 277270	B60D		
CR 277966	CR 277273	B60D		
CR 277967	CR 277276	B60D		
CR 277968	CR 277279	B60D		
CR 277969	CR 277282	B60D		
CR 277970	CR 277285	B60D		
CR 277971	CR 277288	B60D		
CR 277972	CR 277291	B60D		
CR 277973	CR 277294	B60D		
CR 277974	CR 277297	B60D		
CR 277975	CR 277300	B60D		
CR 277976	CR 277303	B60D		
CR 277977	CR 277306	B60D		
CR 277978	CR 277309	B60D		
CR 277979	CR 277312	B60D		
CR 277980	CR 277315	B60D		
CR 277981	CR 277318	B60D		
CR 277982	CR 277321	B60D		
CR 277983	CR 277324	B60D		
CR 277984	CR 277327	B60D		
CR 277985	CR 277330	B60D		
CR 277986	CR 277333	B60D		
CR 277987	CR 277336	B60D		
CR 277988	CR 277339	B60D		
CR 277989	CR 277342	B60D		
CR 277990	CR 277345	B60D		
CR 277991	CR 277348	B60D		
CR 277992	CR 277351	B60D		
CR 277993	CR 277354	B60D		
CR 277994	CR 277357	B60D		
CR 277995	CR 277360	B60D		
CR 277996	CR 277363	B60D		
CR 277997	CR 277366	B60D		
CR 277998	CR 277369	B60D		
CR 277999	CR 277372	B60D		

7/22/84

ATTN: R. J. MACZKA
CARS WHICH FALL INTO PROJECTS 086013-B86013A-D86013B 7/2/84
PRODUCED BY MECHANICAL DEPARTMENT (RJB)

CAR INITIAL NUMBER	PRIOK INITIAL NUMBER	LUT OR CLASS	FINANCE NUMB	TALLY
CR 277907	PC 274031	B60D		
CR 277908	CR 276013	B60D		
CR 277909	CR 275984	B60D		
CR 277910	FRR 135985	B60D		
CR 277911	CR 275980	B60D		
CR 277912	PC 274780	B60D		
CR 277913	PC 274784	B60D		
CR 277914	CR 274753	B60D		
CR 277915	PC 274785	B60D		
CR 277916	CR 276053	B60D		
LORC TOTAL				
FINAL TOTAL				300

300 RECORDS TOTALED

APPENDIX I

Nine (9) International Harvester Trucks with Cranes

<u>CONRAIL VEHICLE NO.</u>	<u>LOCATION/STATE OF REGISTRATION</u>	<u>VEHICLE I.D. NO. (MFG. SERIAL NO.)</u>
H7048N	New York	1HTAA18E3B HA16971
H7049N	Pennsylvania	1HTAA18EXB HA21441
H7050N	Pennsylvania	1HTAA18E8 BHA21468
H7051N	Pennsylvania	1HTAA18E1B HA21490
H7052N	New York	1HTAA18E7 BHA21509
H7053N	Indiana	1HTAA18E6B HA21534
H7054N	Pennsylvania	1HTAA1857B HA26032
H7055N	New Jersey	1HTAA18E80 HA27660
H7056N	New York	1HTAA18E4 BHA27722

Amount Financed - \$ 65,555.56 per unit
590,000.00 total

Outstanding Liens - None

1054-84-4484

7/3/84

SECURED PROMISSORY NOTE

\$8,581,496

July 3, 1984

Philadelphia, Pennsylvania

FOR THE VALUE RECEIVED, the undersigned, CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation ("Maker"), promises to pay to the Order of INDUSTRIAL VALLEY BANK AND TRUST COMPANY ("Bank") the principal sum of Eight Million Five Hundred and Eighty-One Thousand Four Hundred Ninety Six Dollars (\$8,581,496), on or before July 1, 1989 (the "Maturity Date") together with interest from the date hereof on the unpaid principal amount hereof from time to time outstanding at the rate of 13.6% per annum until July 1, 1987 and from and after July 2, 1987 until payment in full of this Note at the CD Rate as such term is defined below. Interest accrued to each principal payment date shall be payable concurrently with payments of principal and shall be computed on the basis of a 365/366-day year, counting the actual number of days elapsed.

The principal of this Note shall be paid by Maker to the Bank in nine (9) equal semi-annual installments of \$858,150 each and a tenth and final installment equal to the unpaid principal balance of this Note on July 1, 1989 (subject to prepayment as provided below); such payments to commence on January 1, 1985 and continue semi-annually on the first day of each July and January thereafter until fully repaid on the Maturity Date. All payments hereunder to Bank shall be made in immediately available funds.

If any principal payment date shall be a Saturday, Sunday or a legal holiday for banks in Pennsylvania, such principal payment date shall be deemed to be on the next succeeding business day and interest hereunder shall be calculated to such latter date.

If at any time the interest rate to be charged hereunder shall be deemed by any competent court of law, governmental agency or tribunal to exceed the maximum rate of interest permitted by any applicable law, then, for such time as the rate would be deemed excessive, its application shall be suspended and there shall be charged instead the maximum rate of interest permissible under such law.

As collateral security for all payments of principal and interest hereunder, the Maker pursuant to a separate Security Agreement of even date herewith (the "Security Agreement") has granted to the Bank a lien and security interest in certain railroad equipment and motor vehicles as listed and described on Schedule A to the Security Agreement (herein the "Collateral"). Other than Casualty Occurrence payments made pursuant to Section Seven (iii) of the Security Agreement, the Maker shall have no right to prepay the Obligations evidenced by this Note in whole or in part except from and after July 2, 1987 and from and after July 2, 1987 prepayments may be made subject to provisions of Sections 1(d) and (e) below.

1. CD Rate defined.

(a) "CD Rate" means, for any Interest Period (as defined below), an annual rate of interest equal to 75 basis points in excess of the sum of the Assessment Rate and the quotient (rounded upwards if necessary to the nearest 1/100th of 1%) obtained by dividing (i) the interest rate paid by the Bank in order to sell or issue certificates of deposit in amounts equal or comparable to the principal balance to which the CD Rate is applicable for a period equal or comparable to the Interest Period within one Business Day prior to the date on which the Interest Period commences, by (ii) a number equal to 1.00 minus the Reserve Percentage.

In the event that the Bank has not sold or issued certificates of deposit in amounts equal or comparable to the principal balance to which the CD rate is applicable for a period equal or comparable to the Interest Period within one Business Day prior to the date on which the Interest Period commences, then for any such Interest Period the CD rate shall mean an annual rate of interest equal to 110 basis points in excess of the sum of the Assessment Rate and the quotient (rounded upwards if necessary to the nearest 1/100 of 1%) obtained by dividing (i) the rate quoted by the Federal Reserve Bank of New York as of one Business Day prior to the date on which the Interest Period commences as being the Federal Reserve Bank of New York's composite 30- and 90-day CD rate (interpolated if the Interest

Period specified is 60 days) divided by (ii) a number equal to 1.00 minus the Reserve Percentage.

"Interest Period" means the period of 30, 60 or 90 days for which the interest rate in effect during any such period is determined.

"Reserve Percentage" means the highest percentage (expressed as a decimal) of reserve requirements (including all basic, supplemental, marginal and other reserves and taking into account any transitional adjustments or other scheduled changes during the applicable Interest Period) established by the Board of Governors of the Federal Reserve System (including those proposed under Regulation D as amended from time to time) and by any other banking regulatory authority to which Bank is subject for new non-personal time deposits in an amount approximately comparable to the principal amount of the Note and with a maturity approximately equal to the current Interest Period selected.

"Assessment Rate" means the then current rate at which the Bank pays premiums to the Federal Deposit Insurance Corporation (or any successor thereto) for deposit insurance on time deposits equal or comparable in amount and maturity to the principal balance to which the CD Rate is applicable.

The Bank shall respond promptly to any request by the Borrower for information concerning the then prevailing level of CD Rates.

(b) Selection of Interest Periods. Subject to the provisions of this Section 1(b), Maker may from time to time select an Interest Period to be applicable to the principal balance of the Note by notice to the Bank specifying the Interest Period selected. Such notice shall be given at least one Business Day before the beginning of an Interest Period. Any Interest Period so selected may be terminated by the selection of another Interest Period in accordance with the provisions of this Section 1(b), provided that Maker pays the prepayment penalty, if any, required under Section 1(d). If Maker shall fail timely to select an Interest Period for the unpaid principal balance of the Note either at the end of the three (3) year fixed rate period or at the expiration of an interest period, the Borrower shall be deemed to have selected the thirty (30) day Interest Period.

(c) Determination and Payment of Interest Due. All determinations with respect to the CD Rate in accordance with Section 1(a) hereof and accrued interest shall be made by the Bank and shall be conclusive, absent manifest error. All interest hereunder shall be due, and payable monthly as billed.

(d) Prepayment Penalty. If for any reason Bank receives from Maker prepayments of all or any part of the principal sum other than on the last day of an Interest Period, or if Maker elects to terminate an Interest Period before its expiration in accordance with the third sentence of Section 1(b),

Maker shall pay to Bank at the time of such prepayment or termination a prepayment penalty on the principal amount of the Prepayment calculated at the higher of the following annual rates: (i) the rate determined by subtracting from the CD Rate in effect on the amount prepaid the offered yield reported in the Wall Street Journal on the date of prepayment on the U.S. Treasury Bill having a maturity closest to, but not exceeding, the end of the Interest Period of the amount prepaid or being terminated, or (ii) three-quarters of one (.75%) percent.

(e) Prepayments. Partial prepayments arising from Casualty Occurrence payments made pursuant to Section Seven (iii) of the Security Agreement shall be applied against the principal balance of this Note and shall effect a pro rata reduction of each periodic payment of principal thereafter becoming due. From and after July 2, 1987, Maker may prepay this Note in whole or in part; any such partial prepayments to be applied against the principal balance of the Note and shall effect a pro rata reduction of each periodic payment of principal thereafter becoming due. In the event of any such whole or partial prepayment, no prepayment penalty shall be due except as provided in Section 1(d) above.

2. Representations and Warranties.

(a) Maker is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania; has the lawful power to own the

properties and to engage in the businesses it conducts and except as set forth in the Disclosure Letter dated June 29, 1984, is duly qualified and in good standing as a foreign corporation in the jurisdictions wherein the nature of the business transacted by it or property owned by it makes such qualification necessary.

(b) Maker has the power and authority to enter into and perform its obligations under this Note and the Security Agreement and to incur the obligations herein and therein provided for, and has taken all corporate action necessary to authorize the execution, delivery and performance of this Note and the Security Agreement.

(c) The Security Agreement and this Note when delivered will be valid, binding and enforceable obligations of Maker in accordance with their respective terms.

(d) Maker has good and marketable title to the Collateral subject to no security interest, encumbrance or lien or claim of any third person except as set forth on Appendix I to the Security Agreement.

(e) Maker's current financial statements delivered to the Bank in connection with the loan hereunder have been prepared in accordance with generally accepted accounting principals consistently applied by Maker and its subsidiaries and accurately reflect the financial condition of Maker and its subsidiaries and the results of its operations for the periods covered thereby.

3. Affirmative Covenants:

(a) Within ninety (90) days after the close of each quarterly accounting period in each fiscal year, Maker will deliver to Bank; (i) a consolidated statement of changes in financial position of Maker and its subsidiaries for such quarterly period (ii) consolidated income statements of Maker and its subsidiaries for such quarterly period; and (iii) consolidated balance sheets of Maker and its subsidiaries as of the end of such quarterly period -- all in reasonable detail, subject to year end adjustment.

(b) Within ninety (90) days after the close of each fiscal year Maker will deliver to Bank: (i) a consolidated statement of stockholders' equity and a consolidated statement of changes in financial position of Maker and its subsidiaries for such fiscal year; (ii) a consolidated income statement of Maker and its subsidiaries for such fiscal year; and (iii) a consolidated balance sheet of Maker and its subsidiaries as of the end of such fiscal year -- all in reasonable detail, including all supporting schedules and comments; the consolidated statement and balance sheet to be audited by Coopers & Lybrand or another independent certified public accountant selected by Maker, and certified by such accountants to have been prepared in accordance with generally accepted accounting principles consistently applied by Maker and its subsidiaries, except for any inconsistencies explained in such certificate. Maker will

deliver to the Bank, on or before April 15 of each year commencing April 15, 1985 a certificate of Maker's Vice President-Treasurer or Assistant Treasurer- Financing that such officer has obtained no knowledge of any Event of Default by Maker, or disclosing all Events of Default of which he has obtained knowledge.

(c) Maker shall promptly pay when due all sums required to be paid and perform all obligations required by Maker under the terms of any agreement imposing liens upon the Collateral, which liens are senior to those of the Bank or in the alternative substitute other Collateral acceptable to the Bank.

4. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Maker shall fail to pay when due any installment of principal or interest payable hereunder and such failure shall continue for a period of ten (10) days after written notice of such non payment from Bank.

(b) Maker shall fail to observe or perform any other obligation to be observed or performed by it hereunder or under any Security Agreement documents, and such failure shall continue for ten (10) days after notice of such failure from the Bank.

(c) Any financial statement, representation, warranty or certificate made or furnished by Maker to the Bank

in connection with this Note or as inducement to the Bank to make the loan hereunder, or in any separate statement or document to be delivered hereunder to the Bank, shall be materially false, incorrect, or incomplete when made.

(d) A petition for reorganization under Title 11 of the United States Code, as now constituted or as hereafter amended, shall be filed by or against the Maker and (unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Maker under this Note shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed (whether or not subject to ratification) in such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 60 days after such petition shall have been filed and otherwise in accordance with the provisions of 11 U.S.C. §1168, or any successor provision as the same may hereafter be amended; or

(e) Any such proceeding shall be commenced by or against the Maker for any relief which includes, or might result in, any modification of the obligations of the Debtor hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other

than a law which does not permit any readjustments of such obligations), and (unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Maker under this Note shall not have been and shall not continue to have been duly assumed in writing pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Maker or for the property of the Maker in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceeding shall have been commenced;

(f) A judgment creditor of Maker shall lawfully obtain possession of any of the Collateral by any means, including, but without limitation, levy, restraint, replevin or self-help and Maker does not provide Bank with other Collateral satisfactory to the Bank.

5. Acceleration. Immediately and without notice upon the occurrence of an Event of Default specified in the foregoing paragraphs (d) or (e), or at the option of the Bank, but only upon notice to Maker, upon the occurrence of any other Event of Default, the unpaid principal balance of this Note and

all interest accrued thereon, shall immediately become due and payable without further action of any kind.

Maker hereby waives presentment, demand for payment, notice of dishonor, protest and notice of protest. Maker hereby agrees to pay all expenses (including the reasonable fees and expenses of legal counsel for Bank) in connection with the enforcement of this Note and collection of amounts payable hereunder.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania. The obligations of Maker hereunder shall bind its successors and assigns.

Maker intends this to be a sealed instrument and to be legally bound hereby.

Attest: [Corporate Seal]

CONSOLIDATED RAIL CORPORATION

Title:

Title: